

## SPOILS AGREEMENT

**THIS AGREEMENT** ("Agreement") is being made by and between \_\_\_\_\_ ("Landowner"), whose address is \_\_\_\_\_, and the \_\_\_\_\_ Drain Drainage District ("Drainage District"), under the supervision of Larry Davis, Arenac County Drain Commissioner ("Drain Commissioner"), whose address is 120 N. Grove St. – P.O. Box 747, Standish, Michigan 48658.

### **WITNESSETH:**

**WHEREAS**, the Drainage District has performed certain work on the \_\_\_\_\_ Drain ("Drain"), as authorized under Chapter 8 of Public Act 40 of 1956, as amended; and

**WHEREAS**, the work performed has resulted in an excess of spoils; and

**WHEREAS**, Landowner owns lands described in Exhibit A ("Property"); and

**WHEREAS**, Landowner has requested the spoils for spreading on the Property outside of the Drain's easement area; and

**WHEREAS**, Landowner and Drainage District have agreed upon a manner and means to allow Landowner to use excess spoils and wish to memorialize that agreement.

**NOW THEREFORE**, Landowner and the Drainage District agree as follows:

1. The Drainage District shall coordinate with Landowner to leave excess spoils at a mutually agreed upon location.
2. Landowner shall be responsible for transporting the spoils to the Property and any and all subsequent spreading of the spoils.
3. The Drainage District makes no representations related to the contents of the spoils and has not performed any soil testing.
4. Landowner accepts the spoils in AS-IS condition and acknowledges that Landowner is solely responsible for any soil or other environmental testing prior to accepting the spoils.
5. Landowner acknowledges that the spreading of spoils could require local, state and/or federal permits and that the Landowner is solely responsible for obtaining any required permits.
6. Landowner and his/her heirs, executors, administrators, successors and assigns forever completely release, acquit, and discharge the Drainage District, the Arenac County Drain Commissioner, and their employees, agents, contractors, subcontractors, successors in office, successors, and assigns of and from any and all liabilities, claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, which the Landowner now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen matters(s) arising from the Landowner taking and/or spreading of the spoils on the Property or elsewhere.

7. Landowner declares and represents that no promise, inducement or agreement not herein expressed has been made to the Landowner, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year written below.

**LANDOWNER**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
**DRAIN DRAINAGE DISTRICT**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Larry Davis  
Arenac County Drain Commissioner